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Contract for RFID Event Timing Services Agreement (Custom) - Empower Race for the Future—5/16/15

This Agreement is entered into as of the 15th day of November 2014 between Gopher State Events, LLC (heretofore referred to as GSE) and Empower Race for the Future (heretofore referred to as 'this event').

Responsibilities

GSE agrees to provide results management services. This includes, but may not be limited to, the following:

- 1) Two paid staff members for events with expected participation levels greater than 200 and one staff member with expected participation levels less than 200.
- 2) Bibs with chips and pins provided at least 1 1/2 hours before race start.
- 3) Pre-race informational emails to all participants with a valid email address 1 or 2 days prior to the event (opt out required).
- 4) RFID timing for all participants using RFID technology appropriate for the event.
- 5) All equipment and supplies required to deliver on-site results.
- 6) Results error management using video and/or still picture backup as needed during the event.
- 7) Individual results emails to all timed participants within 3 hours of their finish, probably within minutes of their finish.
- 8) Online results updated periodically during the race and kept online indefinitely.
- 9) Finish line videos online within 1 week of the event.
- 10) Finish line still pictures online later the day of the event.
- 11) Management of all participant results inquiries and errors with resolution within 24 hours of the request.
- 12) Safety Pins (if requested) at \$15/350 participants.

This event agrees to provide:

- 1) Pre-race registration data for use in preparing bibs upon close of registration.
- 2) Race-day registration data for input into the results management software.
- 3) One responsible volunteer to assist the GSE staff member if participation levels are expected to be 200 or less.
- 4) Space at the finish for a tent and 4m wide x 3m deep finish mat array partitioned off.
- 5) Custom race bibs (if used) sent to us prior to registration close.
- 6) Bib range (if custom bibs are used) AT LEAST two weeks prior to event.

Compensation

This event agrees to compensate GSE according to the following terms:

- 1) Race Fee: \$500.00
- 2) Participant fee: \$1.50 per registered participant
- 3) Mileage \$.60/mile round trip from Minnetonka, MN
- 4) \$100.00 deposit to be paid indicating acceptance of this contract. This deposit is non-refundable but fully applied to final invoice.

Terms

Final payment of invoice within 15 days of receipt.

IMPORTANT NOTE: If this event, based on unexpected growth or decrease in participant levels, qualifies for Class A event pricing, local event management will have the option of switching to that pricing structure or staying with Class B pricing,

<u>Guarantee</u>

GSE guarantees our work as detailed above for any malfunction for human error on the part of our representatives, software deficiency, or mechanical breakdown. Adjustment of the terms of this agreement will be proportional to the degree of non-performance.

GSE relinquishes the right to cancel this agreement upon its signed return from this event. Note that email notification of acceptance will be honored as if signed and returned, as will submission of the above-mentioned deposit. Upon acceptance GSE will accept cancellation by this event due to extreme conditions prior to GSE staff departing for the event. This will result in the forfeit of the deposit and the per-participant fee for any prepared bibs and the cost of the RFID tags on those bibs, if applicable. Cancellation for any other reason will result in the application of normal fees.

Disclaimer

GSE reserves the right to place events in virtual series at no cost to the event director or participants with no effort required by either. Events will be paired with events of similar focus, location, or organization (opt out required). Event directors may choose to use this system to create incentives for attracting participants to their events on their own volition.

GSE does not take any responsibility for marshaling the event and its races.

| Robert A. Schneider | |
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| Robert A. Schneider | This event representative |
| GSE. representative | |